

**TERMINAL DISCLAIMER TO OBLVIAE A DOUBLE PATENTING
REJECTION OVER A PRIOR PATENT**

Docket Number (Optional)
6298/308

In re Application of: **M. Foley et al.**

Application No. **09/409,792**

Filed: **September 30, 1999**

For: **Exhalation Valve For Face Mask With Spacer Chamber Connection**

The owner*, Canadian Monaghan, Ltd., of one hundred percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 5,988,160. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. The undersigned is an attorney of record.

July 21, 2005

Date

Signature

Mitchell Baran

Typed or Printed Name

Terminal disclaimer fee under 37 CFR 1.20(d) is included.

**WARNING: Information on this form may become public. Credit card information should not be included on this form.
Provide credit card information and authorization on PTO-2038.**

* Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).
Form PTO/SB/96 may be used for making this certification. See MPEP § 324.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, Patent and Trademark Office, Alexandria, VA 22313. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, Alexandria, Virginia 22313.



CERTIFICATE UNDER 37 CFR 3.73(b)

Applicant: Foley et al.

Application No.: 09/409,792

Filed: September 30, 1999

For: EXHALATION VALVE FOR FACE MASK WITH SPACER CHAMBER CONNECTION

Canadian Monaghan, Ltd.

a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

certifies that it is the assignee of the entire right, title and interest in the patent application identified above by virtue of either:

A. An assignment from the inventor(s) of the patent application identified above. The assignment was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

OR

B. A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Martin P. Foley and Robert Morton To: Trudell Medical Limited

The document was recorded in the Patent and Trademark Office at Reel 07125, Frame 0278, or for which a copy thereof is attached.

2. From: Trudell Medical Limited To: Canadian Monaghan, Ltd.

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

3. From: _____ To: _____

The document was recorded in the Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of the undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: July 21, 2005

Name: Mitchell Baran

Title: President

Signature:

ASSIGNMENT

WHEREAS, Trudell Medical Limited ("Assignor"), an Ontario corporation, having a place of business at 725 Third Street, London, Ontario, Canada N5V 5G4, owns the entire right, title and interest in the inventions described in the U.S. patents and pending patent application (hereinafter "Subject Patents") listed in Schedule A attached hereto;

WHEREAS, Canadian Monaghan, Ltd. ("Assignee"), an Ontario Corporation having a place of business at 725 Third Street, London, Ontario, Canada N5V 5G4, desires to acquire the entire right, title and interest in and to the inventions and Subject Patents identified above, and all patents which may be obtained for said inventions, as set forth below;

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00), and other valuable and legally sufficient consideration, the receipt of which by the Assignor from the Assignee is hereby acknowledged, the Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer to the Assignee:

- (a) the entire right, title and interest in and to said inventions, Subject Patents, and patents that may issue, for said inventions in the United States and any foreign countries;
- (b) the entire right, title and interest in and to all foreign and domestic patents and patent applications that rely on any of the Subject Patents for priority; and
- (c) the entire right, title and interest in and to all continuations, divisions, reissues, renewals and extensions of any of the domestic and foreign patent applications and patents identified above, and all applications claiming the benefit of any of the foregoing;

to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for all such patents;

AND the Assignor assigns and transfers to the Assignee the entire right, title and interest in and to the right to sue for any infringement of the Subject Patents and any U.S. Patents basing

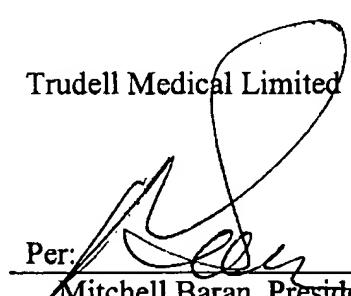
priority on any of the Subject Patents identified above, occurring prior to the date of this assignment, and the right to recover any damages resulting from said infringement.

The Commissioner of Patents and Trademarks of the United States and any official of any foreign country, whose duty it is to issue patents on applications as described above, are hereby authorized and requested to issue patents to the Assignee in accordance with the terms of this Assignment.

IN TESTIMONY WHEREOF, the Assignors have executed this agreement.

EFFECTIVE 21st day of July, 2005
THIS

Trudell Medical Limited

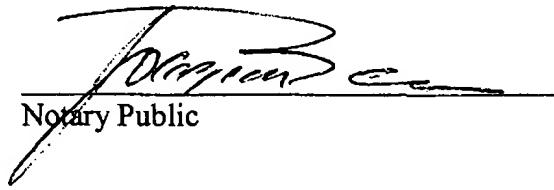
Per: 

Mitchell Baran, President

NOTARIAL CERTIFICATE

I, Joaquim Ballès, a Notary Public in and for the Province of Ontario, do hereby certify that Mitchell A. Baran, personally known to me to be the same person whose name is subscribed to the attached assignment, acknowledged that he signed, sealed and delivered the said instrument on behalf of Canadian Monaghan, Ltd. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal.



Notary Public



SCHEDULE A

<u>U.S. Appl. Serial No.</u>	<u>Filing Date</u>	<u>U.S. Patent No. (if any)</u>
08/270,752	July 5, 1994	5,645,049
08/842,956	April 25, 1997	5,988,160
09/409,792	September 30, 1999	